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Tarrant County Texas

Official Public Records

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Degan Hanlon

PGS 3 \$24.00

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AMENDMENT TO OIL AND GAS LEASE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

WHEREAS, on April 23rd, 2010, a No Surface Use Oil and Gas Lease was entered into by and between **PRIMERA ARLINGTON PROPERTIES II, LTD., A TEXAS LIMITED PARTNERSHIP**, whose address is listed as 1445 Ross Ave., Suite 5150, Dallas, Texas, 75202, herein called "Lessor," and **PALOMA BARNETT, LLC**, whose address is 1021 Main Street, Suite 2600, Houston, Texas 77002, Lessee; said Oil and Gas Lease is evidenced by a No Surface Use Oil and Gas Lease which is recorded in the Official Public Records of Tarrant County, Texas as D210101642; and,

WHEREAS, Paloma Barnett, L.L.C. assigned all of its right, title and interest in and to the lease to Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118; and;

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease; and;

WHEREAS, the Lessor(s), Chesapeake Exploration, L.L.C. and Total E&P USA, Inc., their successors and/or assigns, desires to amend said Oil and Gas Lease as set forth below:

1) The Lease states that Paragraph 16 was struck through in its entirety as follows:

~~16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.~~

NOW THEREFORE, in consideration of the leased premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby amend the Oil and Gas Lease as follows:

Paragraph 16 within the said Oil and Gas Lease filed in the Official Public Records of Tarrant County, Texas as referenced above is deleted in its entirety and should be replaced with the following language:

16. Notwithstanding anything contained to the contrary in this lease, Lessee shall not have any rights to use the surface of the leased premises for drilling or other operations.

Lessor(s) further acknowledge the Oil and Gas Lease as being valid and subsisting and in full force and effect and all of the rights granted to Lessee under the Oil and Gas Lease shall continue in full force and effect as to the terms and provisions of the Oil and Gas Lease.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgment of signatures below.

Lessor:

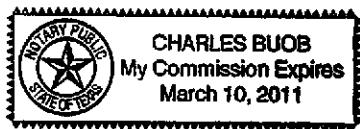
**Primera Arlington Properties II, LTD.
By its General Partner, Primera Consolidated, L.L.C.**

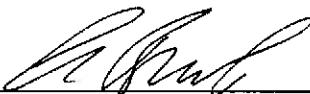
By: R Heins
Ralph Heins, Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 22nd day of July 2010 by
**Ralph Heins, as manager of Primera Consolidated, L.L.C., general partner of Primera
Arlington Properties II, LTD., on behalf of said limited partnership.**




Notary Public, State of Texas

Lessee(s):

CHESAPEAKE EXPLORATION, L.L.C.

By:

Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel

TOTAL E&P USA, INC., a Delaware corporation

By:

Eric Bonnin, Vice President
Business Development and Strategy

ACKNOWLEDGMENT

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2010, by Henry S. Hood, Sr. Vice President – Land and Legal & General Counsel, on behalf of CHESAPEAKE EXPLORATION, L.L.C.

Notary Public in and for The State of _____

STATE OF _____ §

COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public in and for The State of _____